IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.571 OF 2007
IN
SUIT NO.2149 OF 1986

Goswami Shri Hariraiji Krishnachandraji,
Karta and Manager of
Goswami Shri Gokulnathji Maharaj (HUF)
and others ...Plaintiffs

Versus

Pinakin Builders Pvt Ltd & Ors. ...Defendants

And

M/s.Rizvi Builders ...Applicant

Shri Suraj Shah alongwith Shri Devrajan, Shri Anil Kumar Sablawat for the Plaintiffs.

Shri Gautam Kumar i/by Shri R.R.Kalekar for the Applicant.

CORAM : ABHAY S.OKA, J.
DATED : SEPTEMBER 20th, 2007.

P.C.:

1. The submissions of the counsel appearing for the parties were heard on the last date. The Chamber Summons has been taken out by the Applicant who is not a party to the suit. The prayer in the Chamber Summons is that the Applicant be substituted as the Plaintiff and the present Plaintiffs be transposed as the 7th to 10th Defendants in the suit. A prayer is also made for incorporating various averments in the plaint and for incorporating additional reliefs.

2. With a view to appreciate the submissions made by the learned counsel appearing for the parties, it will be necessary to refer to the facts of the case in brief. The suit is originally filed by one Goswami Shri Mukundraiji Gokulnathji as the Karta and Manager of Goswami Shri Gokulnathji Maharaj Hindu Undivided Family. Thereafter, amendments have been carried out to the plaint from time to time and as the suit stands today, the 1st Plaintiff is Goswami Shri Hariraiji Krishnajivanji Maharaj in his capacity as Karta and Manager of Goswami Shri Gokulnathji Maharaj Hindu Undivided Family. The 2nd to 4th Plaintiffs have been subsequently impleaded as per the order passed in a Chamber Summons a reference to which is made in the later part of this order. The substantive prayer in the suit is for declaration that the Goswami Shri Gokulnathji Maharaj Hindu Undivided Family (hereinafter referred to as the said HUF) is the sole and execlusive owner and in possession of the suit property more particularly described in Exhibit A to the plaint and the Defendants have no right, title and interest in respect of the said property. A decree is also sought for permanent injunction. A decree for possession is sought against the 4th Defendant in respect of the portion of the suit property which is allegedly in his possession. Similarly, a decree for possession is sought against the 5th Defendant for delivery of

possession of the portion of the suit property allegedly in his possession. The description of the suit property is in Exhibit A and Exhibit B to the plaint.

3. At one stage i.e by virtue of an amendment carried out to the plaint, the present 6th Defendant was impleaded as a Plaintiff. By order datd 20th January, 1996 this Court disposed of Chamber Summons No.487 of 1995 filed by the Goswami Shri Krishnachandraji Krishnajeevanji Maharaj. By the said order, this Court directed that the present 6th Defendant who was the Plaintiff at that time shall be transposed as a Defendant and the said Goswami Shrikrishnachandraji was ordered to be impleaded as the Plaintiff. The present Plaintiff No.1 Goswami Shri Hariraiji was impleaded as a party on the basis of the chamber order dated 03rd July, 1998.

4. It must be stated here that the Applicant had filed Suit No.76 of 2005 in this Court. According to the case of the Applicant there is a Sale Deed executed by the 1st Plaintiff and other family members of the said HUF on 27th February, 2006 in favour of the Applicant. Prior to the execution of the said Sale Deed, there was a Development Agreement dated 24th December, 2003 executed by the then Karta and Manager of the said HUF in favour of the Applicant and even a

general power of attorney was executed by the Karta in favour of the Applicant.

5. It must be stated here that in so far as the present Plaintiff Nos.2 to 4 are concerned, they are claiming that under an Agreement dated 09th September, 1989 reconfirmed by an Agreement dated 10th September, 1989 executed by the 1st Plaintiff, it was agreed to sell the property in dispute to the said 2nd to 4th Plaintiffs. It is stated that by a further Agreement dated 28th April, 1995 the 1st Plaintiff confirmed the earlier Agreements dated 09th September, 1989 and 10th September, 1989. According to the case of the 2nd to 4th Plaintiffs, under a letter of possession dated 12th September, 1989 the possession of the property in dispute has been handed over to the said Plaintiffs. In Suit No.678 of 2002 filed by the Plaintiff Nos.2 to 4 the prayers were that the Agreement for Sale dated 09th September, 1981 read with Agreements dated 19th September, 1989 and 28th April, 1985 are valid, substiting and binding on the Defendants in the said suit. The prayer in the suit is for specific performance of the Agreement for Sale dated 19th September, 1989 read with Agreements dated 10th Septmber, 1989 and 28th April, 1995. The suit No.678 of 2006 filed by the Plaintiff Nos.2 to 4 is pending in this Court. The Applicant has been impleaded as 1st

Defendant in the said suit.

6. It will be necessary to refer to the prayers made in the suit filed by the Applicant i.e the Suit No.76 of 2005. The said suit appears to be based on Agreement for Development dated 24th December, 2003 executed by the 1st Plaintiff in favour of the Applicant. The 1st Plaintiff in the present suit was the 1st Defendant to the said Suit No.76 of 2005. The prayer in the said suit is for declaration that the 1st Defendant (1st Plaintiff herein) has full power and absolute authority to execute and deliver various documents including Agreement dated 24th December, 2003, power of attorney dated 30th July, 2003 and writing dated 09th November, 2004. The members of the said HUF were impleaded as party Defendants to the said suit. A decree was prayed for in the said suit directing the 1st Defendant therein i.e the 1st Plaintiff herein to specifically perform Agreement dated 24th December, 2003 and to do all acts, deeds and matters necessary to put the Plaintiff therein in possession of the suit property. There are other prayers made in the said suit.

7. Chamber Summons No.452 of 2005 was taken out by the present Plaintiff Nos.2 to 4 in the Suit No.76 of 2005 praying for impleadment as party Defendants. By

order dated 26th July, 2005 (Coram: A.M.Khanwilkar, J) the said Chamber Summons was made absolute. The present Applicant preferred an Appeal No.769 of 2005 before the Division Bench for challenging the order dated 26th July, 2005. It must be noted that in the meanwhile the Applicant herein i.e the Plaintiff in the said suit entered into compromise with Defendant Nos.2 to 29, 31 to 34, 45, 46 and 47, 49 to 53, 54 and 55 to 57 under the orders dated 21st February, 2005, 22nd March, 2005 and 13th June, 2005 and the suit between the Applicant and the said Defendants was disposed of in terms of the consent terms.

8. The order admitting the said Appeal preferred by the Applicant was challenged in the Apex Court. By order dated 06th December, 2005 the Apex Court disposed of the Petition for special leave by directing the Division Bench of this court to dispose of the entire Appeal and while disposing of the Appeal to consider and determine the question of maintainibility of the Appeal. The Apex Court directed that status-quo as regards possession of the Petitioners before it (Plaintiff Nos.2 to 4 herein) shall be maintained. By judgment and order dated 23rd January, 2006 the Division Bench disposed of the Appeal as withdrawn. The Division Bench directed that the order dated 26th July, 2005 shall be complied with by carrying out necessary amendment to the

cause-title of the plaint. The Division Bench noted that as against some of the Defendants the suit was disposed of by three separate orders referred to above. The Division Bench permitted the Plaintiffs (the Applicant herein) to withdraw the suit against the rest of the Defendants as well as newly added Defendants (Plaintiff Nos.2 to 4 herein). The Division Bench noted that prayer for withdrawal of the Suit No.76 of 2005 was made without seeking liberty to institute a fresh suit. The Division Bench also noted that a Notice of Motion No.3008 of 2005 was taken out by the newly added Defendants (Plaintiff Nos.2 to 4 herein) for setting aside consent decrees passed on 23rd February, 2005, 22nd March, 2005 and 13th June, 2005. The Division Bench observed that the withdrawal of the suit shall not affect the said Notice of Motion which should be decided by the learned single Judge on its own merits. It appears that by order dated 27th June, 2007 the said Notice of Motion was disposed of by this Court by recording the submission of the Applicants therein (Plaintiff Nos.2 to 4 herein) that they intend to challenge the conveyance excuted in favour of the present Applicant. A prayer was made by the Applicants in the said Notice of Motion for continuation of a order of status-quo passed by the Apex Court in the Special Leave Petition as aforesaid. This Court disposed of the Notice of Motion by continuing the order of status-quo

for a period of four weeks to enable the Applicants (Plaintiff Nos.2 to 4 herein) to adopt appropriate proceedings. It appears that thereafter a Chamber Summons for the amendment of the plaint has been taken out by the present Plaintiffs Nos.2 to 4 in their Suit No.678 of 2006 for incorporating a challenge to the conveyance on which reliance has been placed by the Applicant in this Chamber Summons. By order dated 22nd August, 2007 in the said Chamber Summons No.1292 of 2007 the learned single Judge of this Court has continued the order of status-quo passed by the Apex Court till the disposal of the Chamber Summons.

9. The learned counsel appearing for the Applicant in support of the Chamber Summons submitted that the Applicant has invoked the provisions of Rule 10 of Order XXII of the Code of Civil Procedure, 1908 on the basis of the registered Deed of Conveyance executed by the 1st Plaintiff and other members of the HUF on 27th February, 2006 in favour of the Applicant. He submitted that by virtue of the said Deed of Conveyance there is an assignment/transfer of the suit property in favour of the Applicant. He submitted that the 1st Plaintiff has filed a suit essentially for declaration of ownership of the said HUF and there is no relief claimed in favour of the 2nd to 4th added Plaintiffs and therefore, the Applicant is entitled to substitution as Plaintiff in

place and instead of the present Plaintiffs. He submitted that even according to the case of the 2nd to 4th Plaintiffs there is only an alleged agreement executed in their favour which in view of section 54 of the Transfer of Property Act, 1881 does not transfer any right, title and interest in respect of the suit property in favour of the 2nd to 4th Plaintiffs. He submitted that in the plaint as it stands, the reliefs which are prayed for are only in favour of the 1st Plaintiff. He submitted that even according to the case of the 2nd to 4th Plaintiffs they are claiming on the basis of alleged Agreement for Sale executed on the behalf of the said HUF and now since the entire right, title and interest of the said HUF in the suit property vests in the Applicant by virtue of the aforesaid conveyance, the provisions of Rule 10 of Order XXII are squarely applicable. He submitted that there is more than prima facie material on record to grant leave in favour of the Applicant to continue the suit. He placed reliance on decision of this Court in the case of **Jawaharlal Vs. Smt. Saraswati Babulal Joshi & Ors (AIR 1987 Bombay Page 276)** in support of proposition that while dealing with this Chamber Summons the Court has only to only prima facie satisfy that a case for exercising power under Rule 10 of Order XXII of the said Code has been made out.

10. He submitted that the main defence of the 2nd to 4th Plaintiffs is that in view of unconditional withdrawal of the suit No.76 of 2005, a fresh suit by the Applicant was barred by the provisions of Order XXIII Rule 1 of the said Code. He submitted that the cause of action for filing the earlier Suit No.76 of 2005 was totally different. He pointed out that the suit was essentially filed for specific performance of the Development Agreement dated 24th December, 2003. He submitted that the cause of action which is now sought to be pleaded by the Applicant is not based on the said Development Agreement but is based on the subsequent conveyance executed in favour of the Applicant. He, therefore, submitted that the Applicant is entitled to file even a fresh suit on the basis of the subsequent cause of action.

11. He submitted that though it is claimed that Shri A.G.Shah is a representative of the 1st Plaintiffs infact the 1st Plaintiff is supporting the Applicant. He submitted that though time was granted by this Court, affidavit of the 1st Plaintiff is not filed for opposing the Chamber Summons. He submitted that even according to the case of the 2nd to 4th Plaintiffs, the 1st Plaintiff is the owner of the property in dispute and as the 1st Plaintiff has not choosen to file reply opposing the prayer for substitution made by the Applicant, said

prayer deserves to be allowed. He submitted that the 2nd to 4th Plaintiffs are not holding power of attorney of the 1st Plaintiff as contended by them.

12. He placed reliance on the decision of Himachal Pradesh High Court in the case of **Smt Nirmala Vs. Hari Singh (AIR 2001 Himachal Pradesh Page 1)**. He submitted that the cause of action which is pleaded by the Applicant is altogether a difference cause of action and the earlier Suit No.76 of 2005 was based on a different cause of action. He, therefore, submitted that Chamber Summons deserves to be made absolute.

13. The learned counsel appearing for the Plaintiffs invited my attention to the power of attorney executed by the 1st Plaintiff in favour of the 2nd to 4th Plaintiffs and he submitted that the said power of attorney is valid and subsisting. He submitted that the conveyance dated 27th February, 2006 on which reliance is placed by the Applicant has been executed on the basis of the Agreement dated 24th December, 2003 on the basis of which the earlier suit bearing No.76 of 2005 was filed by the Applicant. He submitted that the cause of action for filing the present Chamber Summons is in substance same as the cause of action which was available to the Applicant while filing Suit NO.76 of 2005. He submitted that in view of unconditional

withdrawal of the said suit by the Applicant, the Applicant is not entitled to file a fresh suit claiming any relief against the 2nd to 4th Plaintiffs. He submitted that knowing fully well that the fresh suit will be barred by law, Applicant has chosen this back-door method of seeking substitution in place of the Plaintiffs in this suit. He pointed out that the Applicant does not merely want substitution but he wants to implead the present Plaintiffs as party Defendants and seek substantive relief against them. He invited my attention to the text of the amendment annexed to the Chamber Summons and submitted that the Chamber Summons is not maintainable. He invited my attention to the order dated 26th July, 2005 passed by the learned single Judge of this Court in Chamber Summons No.452 of 2005 in Suit No.76 of 2005 and submitted that at all material times the Applicant was aware that the 2nd to 4th Plaintiffs were put in possession of the property. He submitted that infact the Applicant was aware that there was an agreement executed in favour of the 2nd to 4th Plaintiffs on 09th September, 1989. He submitted that infact the said fact is reflected in the agreement executed by and between 1st Plaintiff and the Applicant on 24th December, 2003. He submitted that the earlier suit was withdrawn by the Applicant though he was fully aware about the rights created in favour of the Plaintiff Nos.2 to 4 and the fact that the Plaintiff

Nos.2 to 4 were in possession of the suit property. He, therefore, submited that the Chamber Summons cannot be granted. He placed reliance on decision of the Apex Court in the case of **Ajmera Housing Corporation Vs. Amrit M. Patel (dead) through Legal Representatives & others (AIR 1998 Supreme Court Page 2542)**.

14. I have considered the submissions made by the learned counsel appearing for the parties. It will be necessary to refer to the text of the amendment which is sought by the Applicant. The Applicant wants himself to be substituted in place of the existing Plaintiffs and he wants to transpose the existing Plaintiffs as 6th to 10th Defendants in the suit. The text of the amendment shows that the Applicant wants to incorporate in the plaint a contention that Agreement dated 09th September, 1989 purportedly executed by the Defendant No.6 in favour of the Plaintiff Nos.2 to 4 is an illegal and invalid document. The Applicant wants to incorporate a contention in the present suit that possession of the property was never handed over by the 6th Defendant to the Plaintiff Nos.2 to 4 on the basis of a letter dated 12th September, 1989 and the suit property was infact in possession of Defendant Nos.3 to 5. The Applicant wants to contend that the Defendant No.6 has terminated the power of attorney given by him in favour of the Plaintiff Nos.2 to 4. A contention is sought to be

added in the plaint that by mistake area of the property mentioned in Development Agreement dated 24th December, 2003 is a larger area than the actually existing area. It is sought to be contended that after filing of Suit No.76 of 2005 the Applicant realised the mistake and got the proper correction/rectification Deed executed. The Applicant has withdrawn the said earlier suit. It is sought to be contended that there is a mistake in description of the property in the Deed of Conveyance dated 28th February, 2006 and therefore on 12th March, 2007 a rectification deed has been executed. The Applicant is seeking to add a prayer for seeking possession of part of the property to the extent of 14,200 sq.yards from the Plaintiff Nos.2 to 4 who are sought to be transposed as Defendant Nos.8 to 10.

15. Thus, by getting himself substituted as a Plaintiff, the Applicant desires to obtain a decree in the present suit as against the original Plaintiff Nos.2 to 4 after transposing them as Defendants. At this stage, it must be noted here that on 28th March, 2007 consent terms between the Plaintiffs and the Defendant No.3a (legal representatives of the Defendant No.3) have been tendered in the Court. In order dated 28th March, 2007 this Court observed that the 4th and 5th Defendants in the suit have expired long back and the suit stands abated as against Defendant Nos.4 and 5. In the same

order a statement of the Plaintiffs has been recorded by this Court that the Plaintiffs are not claiming any relief against the Defendant Nos.1,2 and 6. As the Defendant No.3a was not present, the Court directed the Plaintiffs and the Defendant No.3a to remain present on the next date. Thus, the order dated 28th March, 2007 shows that the Plaintiffs are not pressing for any relief against the Defendant Nos.1, 2 and 6 and the suit already stands abated as against the Defendant Nos.4 and 5. The present Chamber Summons has been taken out after order dated 28th March, 2007 was passed by this Court. The effect of the said order is that the suit survives only against the Defendant No.3a. If the prayer made by the Applicant in this Chamber Summons is allowed, effectively the suit will be converted into a suit for possession and mesne profit by the Applicant against the original Plaintiff Nos.2 to 4 (proposed Defendant Nos.8 to 10).

16. It will be necessary to refer to Rule 10 of Order XXII of the said Code which reads thus:

> "Rule.10 Procedure in case of assignment before final order in suit.-
>
> (1) In other cases of an assignment, creation or devolution of any interest during

> the pendency of a suit, the suit may, by leave of the Court, be continued by or against the person to or upon whom such interest has come or devolved.
>
> (2) The attachment of a decree pending an appeal therefrom shall be deemed to be an interest entitling the person who procured such attachment to the benefit of sub-rule (1)".

Under Rule 10 in case a third party shows that there is an assignment, creation or devolution of any interest in the suit property in his favour by the Plaintiff, a leave can be granted to such third party to continue the suit. Perusal of the text of the amendment incorporated in the Chamber Summons shows that the Applicant is not merely claiming a leave to substitute himself as Plaintiff and to continue the suit but to convert the present suit into a suit for possession and for mesne profits as against the original Plaintiff Nos.2 to 4 by transposing them as Defendant Nos.8 to 10. The sole object of the proposed amendment seems to be of amending the plaint for claiming relief of possession in respect of the part of the suit property against the original Plaintiff Nos.2 to 4. So the prayer of the Applicant is not for grant of leave to continue the suit on the basis of assignment or devolution, the prayer in substance is

for seeking a substantive relief against three out of the four original Plaintiffs in the present suit.

17. In this context a reference will have to be made to the prayers made in the Suit No.76 of 2005. In the said suit a decree for specific performance was sought against the Plaintiff No.1 herein and against the members of the said HUF on the basis of Agreement for Development dated 24th December, 2003. Apart from prayer for specific performance, a prayer is also made for placing the Applicant in full possession of the suit property. In the said suit, Chamber Summons No.452 of 2005 was taken out by the Plaintiff Nos.2 to 4 for impleading themselves as parties. It will be necessary to refer to the order dated 26th July, 2005 passed by this Court in the said Chamber Summons which was opposed by the present Applicant. In paragraph No.5 of the said order, this Court observed as under:

> ". The Plaintiffs in the suit Agreement have conceded the position that they had notice about the fact that the Applicants are in possession of portion of the suit property. That is reflected from the recital of the suit Agreement. The fact that Agreement was executed in fvour of the Applicants by the Defendant No.1 on 09th September, 1989 has not

been disputed. The only controversy raised before this Court by the Plaintiffs was that the Applicants were not in possession of any portion of the disputed proprty. This submission, prima facie, does not commend to me. Whereas, the stand taken by the Applicants is supported by the documents on record that possession was made over to the Applicants in respect of the portion of the suit property which was intended to be transferred in favour of the Applicants by Defendant No.1. The arguments of the Plaintiffs that the possession letter does not make reference to payment of Rs.10 lakhs, which was the condition under the Agreement dated 09th September, 1989 also does not commend to me. Merely because possession letter does not make reference to the payment of Rs.10 lakhs that cannot be the basis to discard the stand of the Applicants. Besides as mentioned earlier, the suit agreement clearly refers to the position that the Applicants are in possession of portion of the suit property".

Thus, what has been held by this Court is that the Applicant herein had conceded the position that he had

notice of the fact that present Plaintiffs Nos.2 to 4 are in possession of a portion of the suit property. This Court observed that the fact that an Agreement was executed in favour of the Plaintiff Nos.2 to 4 herein by the Plaintiff No.1 on 09th December, 1989 has not been disputed by the present Applicant. This Court recorded a prima facie finding that the submission of the Applicant that the Plaintiff Nos.2 to 4 herein were not in possession of any part of the disputed property cannot be accepted. This Court clearly held that the Agreement date 24th December, 2003 on which reliance is placed by the Applicant clearly refers to the position that the Plaintiff Nos.2 to 4 were in possession of a part of the suit property. Therefore, this Court ordered impleadment of the Plaintiff Nos.2 to 4 herein as party Defendants in the said suit. Thus, when Agreement dated 24th December, 2003 was executed in favour of the Applicant, he was fully aware that by virtue of documents executed in September 1989, the present Plaintiff Nos.2 to 4 were claiming to be in possession of atleast a part of the suit property. Therefore, this Court directed impleadment of the Plaintiff Nos.2 to 4 herein in the Suit No.76 of 2005. It must be borne in mind that that the Plaintiff Nos.2 to 4 were claiming possession on the basis of documents executed by the Plaintiff No.1 and the Defendant No.6 in the present suit. As pointed out earlier, an Appeal was

preferred by the Applicant before the Division Bench. The Appeal was not pressed on merits. Thereby the Applicant conceded the fact that the Plaintiff Nos.2 to 4 were required to be impleaded as parties in the said Suit No.76 of 2005. It must be noted here that in paragraph No.14 of the decision of the Division Bench, the request made by the Applicant for seeking permission to withdraw the suit was considered. Paragraph No.14 reads thus:

> "14. The learned counsel for the appellants-plaintiffs also prayed for withdrawal of the suit. We initially thought of directing the plaintiffs to apply to the learned trial Judge for withdrawal of the suit but on second thought formed the opinion that the plaintiffs may be permitted to withdraw the suit. The newly added defendants, obviously, do not have satisfication in opposing the withdrawal when no liberty is sought for institution of the fresh suit against them and the notice of motion taken out by them for setting aside the consent decree shall be decided by the learned motion Judge on its own merits".

18. The Division Bench accepted the request made by

the Applicant and permitted unconditional withdrawal of the suit. The net result of the order of the Division Bench was that the order of the learned single Judge of directing impleadment of the Plaintiff Nos.2 to 4 herein was confirmed and the Applicant herein unconditionally withdrew the suit against the Plaintiff Nos.2 to 4 herein knowing fully well that the Plaintiff Nos.2 to 4 herein were in possession of atleast a part of the property in dispute. The Applicant was fully aware that the Plaintiff Nos.2 to 4 were claiming on the basis of the documents of the year 1989 which were executed much prior to the Agreement of Development dated 24th December, 2003 executed in favour of the Applicant. Notwithstanding these aspects, the Applicant has taken the risk of withdrawing the suit unconditionally.

19. Now by substituting himself as Plaintiff and by carrying out amendment to the plaint filed by the present Plaintiffs, the Applicant wants relief of possession as against the Plaintiff Nos.2 to 4. On plain reading of Rule 10 of Order XXII of the said Code, such a relief cannot be granted to the Applicant as the Applicant in substance does not want to prosecute the suit as it exists today which survives only against the Defendant Nos.3a but wants a decree of possession to be passed against the some of the original Plaintiffs. Therefore, the prayer made by the Applicant is not

maintainable under Rule 10 of Order XXII of the said Code.

20. Even otherwise, considering the unconditional withdrawal of the earlier suit now the Applicant cannot amend this suit for seeking the reliefs which are sought by this Chamber Summons. The Plaintiff Nos.2 to 4 are relying upon a power of attorney allegedly executed by the Plaintiff No.1 in their favour. The said power of attorney may not be notarised. However, whether the power of attorney is executed or not is a question which will have to be decided only after evidence is lead in appropriate proceedings. Therefore, merely because the 1st Plaintiff has not filed a reply to the Chamber Summons is no ground to accept the prayers made by the Applicant.

21. In my view, there is no merit in the Chamber Summons and the same is accordingly dismissed. The learned counsel for the Applicant prays that the suit should not proceed further for a reasonable time to enable the Applicant to challenge this order. The prayer is opposed by the counsel appearing for the Plaintiffs.

22. Considering the order dated 27th April, 2007 it is directed that for a period of eight weeks from today

the prayer made by the Plaintiffs for passing a consent decree in terms of consent terms already filed on record will not be considered.

JUDGE